

Dario de Ghetaldi – Bar No. 126782
Amanda L. Riddle – Bar No. 215221
Steven M. Berki – Bar No. 245426
Sumble Manzoor – Bar No. 301704
**COREY, LUZAICH,
DE GHETALDI & RIDDLE LLP**
700 El Camino Real
P.O. Box 669
Millbrae, CA 94030-0669
Telephone: (650) 871-5666
Facsimile: (650) 871-4144
deg@coreylaw.com
alr@coreylaw.com
smb@coreylaw.com
sm@coreylaw.com

Michael S. Danko – Bar No. 111359
Kristine K. Meredith – Bar No. 158243
Shawn R. Miller – Bar No. 238447
DANKO MEREDITH
333 Twin Dolphin Drive, Suite 145
Redwood Shores, CA 94065
Telephone: (650) 453-3600
Facsimile: (650) 394-8672
mdanko@dankolaw.com
kmeredith@dankolaw.com
smiller@dankolaw.com

Eric Gibbs – Bar No. 178658
Dylan Hughes – Bar No. 209113
GIBBS LAW GROUP
505 14th Street, Suite 1110
Oakland, CA 94612
Telephone: (510) 350-9700
Facsimile: (510) 350-9701
ehg@classlawgroup.com
dsh@classlawgroup.com

Attorneys for Individual Fire Victim Creditors and Tubbs Preference Plaintiffs

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

In re) Bankruptcy Case No. 19-30088 (DM)
PG&E CORPORATION and) Chapter 11
PACIFIC GAS AND ELECTRIC) (Lead Case)
COMPANY,) (Jointly Administered)
Debtors.)
□ Affects PG&E Corporation) **JOINDER OF CERTAIN TUBBS**
□ Affects Pacific Gas and Electric Company) **PREFERENCE PLAINTIFFS IN**
■ Affects both Debtors) **SUPPORT OF RESPONSE TO**
*All papers shall be filed in the Lead Case,) **OBJECTIONS TO TERMS OF**
No. 19-30088 (DM)) **TUBBS SETTLEMENT**
) **DOCUMENTS [DKT. 5459 & 5472]**
) **Re: Dkt. ## 5282, 5459, 5472, 5485, 5497,**
) **5498, 5500**
) Date: January 29, 2020
) Time: 10:00 a.m.
) Place: United States Bankruptcy Court
) Courtroom 17, 16th Floor
) San Francisco, CA 94102

1 The firm of Corey, Luzaich, de Ghetaldi & Riddle LLP (the “Corey Firm”) and their co-counsel
2 represent approximately 6,300 victims of the 2015 Butte Fire, the 2017 North Bay Fires, and the 2018
3 Camp Fire. The Corey Firm represented the following preference plaintiffs in the Tubbs Cases, the
4 settlement of which is the subject of Debtors’ motion to approve the settlement (Dkt. Nos. 5282 and
5 5284): Barbara W. Thompson, individually and as Trustee of the Barbara W. Thompson Revocable
6 Living Trust, John Thompson, individually, Julia Megna, individually, Teagan Thompson,
7 individually, Kira Thompson, individually, Peter Thompson, individually, Matthew Thompson,
8 individually, and Lauren Altman, individually (the “Tubbs Preference Plaintiffs”).

9 The Corey firm approved the terms of and executed the the Restructuring Support Agreement
10 between the Debtor and the Tort Claimants (the “RSA”) that states in pertinent part at ¶ 2(h):

11 “upon entry of the RSA Approval Order, the Debtors shall (i) have entered into one or
12 more settlement agreements settling all of the Tubbs Cases (the “**Tubbs Settlements**”),
13 which shall (A) allow such claims subject to payment solely from the Fire Victims
14 Trust (as defined in the Term Sheet and provided in the Amended Plan), (B) be in form
15 and substance satisfactory to the parties thereto, (C) **be confidential and sealed**, and
16 (D) not be admissible or introduced into evidence for any purpose in any proceeding,
including without limitation the Estimation Matters or in any other case or proceeding
in or related to the Chapter 11 Cases; and (ii) have filed a motion with the Bankruptcy
Court seeking approval of the Tubbs Settlements on shortened notice. [Emphasis
added.]”

17 Along with counsel for more than 70% of the Fire Victims, as well as by a majority of the
18 members of the TCC the Corey Firm approved the terms of and executed the initial draft of the PG&E
19 Fire Victims Trust Agreement,. The Trust states in pertinent part at Section 2.6:

20 “[T]he amount of any Fire Victim Claim that is approved, accepted, or disallowed in
21 whole or in part shall not be disclosed to any person or entity other than to the Trustee,
22 the Claims Administrator, Claims Processor, the Neutrals, the Fire Victim, the Fire
Victim’s authorized agent, or to any court of competent jurisdiction, and, in the latter
case, only then in a document filed with the court under seal. [Emphasis added.]”

23 Article 1, Section 1 of the California Constitution guarantees an inalienable right to privacy.
24 The terms of the Tubbs settlement agreements have not been hidden from this Court, but have been
25 kept confidential not disclosed to the public or other claimants. Maintaining the confidentiality of the
26 settlement agreements in this manner is fulling in keeping with prior practice that has been approved
27 and followed by earlier courts in PG&E cases, and is in conformity with the provisions of the RSA
28 and the PG&E Fire Victims Trust Agreement.

In order to maintain the right to privacy of the Tubbs Preference Plaintiffs, the Corey Firm and their co-counsel hereby join in the Responses (Doc. ## 5485, 5497, 5498, 5500) to the objections (Doc. ## 5459 and 5472) to the terms of the Tubbs settlement agreements and respectfully request that this Court overrule those objections.

DATED: January 24, 2020

Respectfully submitted,

COREY, LUZAICH, DE GHETALDI & RIDDLE LLP

By:

Dario de Ghetaldi
Amanda L. Riddle
Steven Berki
Sumble Manzoor
Attorneys for Tubbs Preference Plaintiffs

DANKO MEREDITH

Michael S. Danko
Kristine K. Meredith
Shawn R. Miller
Attorneys for Tubbs

GIBBS LAW GROUP

Eric Gibbs
Dylan Hughes
Attorneys for Tubbs Preference Plaintiffs